

# Research Contract

## Terms and Conditions

### Agreed Terms

#### 1 Interpretation

##### 1.1 Definitions:

<b>Business Day:</b>	a day other than a Saturday, Sunday or public holiday in England.
<b>Charges:</b>	the charges payable by Fair4All Finance for the undertaking of the Research by the Researcher, as set out in Schedule 2.
<b>Conditions:</b>	these terms and conditions set out in clause 1 to clause 14 (inclusive).
<b>Contract:</b>	the contract between Fair4All Finance and the Researcher for the undertaking of the Research in accordance with the Contract Details, Fair4All Finance's Policies, the Conditions and any Schedules.
<b>Contract Details:</b>	the table of contract details set out at the beginning of the Contract.
<b>Data Protection Laws:</b>	all applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018 ("DPA"), UK GDPR (as defined in the DPA), and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426).
<b>Deliverables:</b>	all documents, datasets, products and materials developed by the Researcher or its agents, subcontractors and personnel as part of or in relation to the Research in any form, including without limitation the Key Deliverables set out in the Contract Details and any Report.
<b>End Date</b>	the day on which the Contract will terminate, as set out in the Contract Details, subject to earlier termination in accordance with the Contract.
<b>Fair4All Finance's Policies:</b>	Fair4All Finance's policies set out in Schedule 3, as amended by notification to the Researcher from time to time.

<b>Intellectual Property Rights:</b>	patents, rights to inventions, copyright and related rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights.
<b>Key Personnel:</b>	those individuals, if any, named in the Contract Details or in Schedule 1.
<b>Report:</b>	has the meaning given in clause 7.1.
<b>Research:</b>	the research and associated services, including without limitation any Report and any other Deliverables, to be provided by the Researcher pursuant to the Contract, as described in Schedule 1.
<b>Start Date:</b>	the day on which the Researcher is to start the undertaking of the Research, as set out in the Contract Details.
<b>Researcher Background IPRs:</b>	all Intellectual Property Rights that are owned by or licensed to the Researcher and which are or have been developed independently of the Contract in each case either subsisting in the Deliverables or otherwise necessary or desirable to enable Fair4All Finance to receive and use the Research and the Deliverables.

1. A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time.
2. A reference to **writing** or **written** includes email.

## 2. Commencement and term

The Contract shall commence on the date when it has been signed by both parties and shall continue, unless terminated earlier in accordance with its terms, until the End Date.

## 3. Undertaking of research

- 3.1 The Researcher shall undertake the Research from the Start Date and provide it to Fair4All Finance, in accordance with the Contract. In undertaking the Research the Researcher shall meet any performance dates, measures and indicators specified in Schedule 1.
- 3.2 In undertaking the Research, the Researcher shall:
  - 3.2.1 undertake the Research with the highest level of care, skill and diligence in accordance

- with best practice in the Researcher's industry, profession or trade;
- 3.2.2 ensure that it has all necessary resources and expertise (including any necessary qualifications and/or licenses) to undertake the Research;
  - 3.2.3 co-operate with Fair4All Finance in all matters relating to the Research, and comply with all reasonable instructions of Fair4All Finance;
  - 3.2.4 appoint or, at the written request of Fair4All Finance (acting reasonably), replace without delay a manager, who shall have authority to contractually bind the Researcher on all matters relating to the Research;
  - 3.2.5 only use personnel (including, if applicable, any Key Personnel) who are suitably skilled and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the Researcher's obligations are fulfilled;
  - 3.2.6 if any Key Personnel have been identified in accordance with the Contract:
    - 3.2.6.1 use the Key Personnel in the provision of the Research;
    - 3.2.6.2 promptly inform Fair4All Finance of the absence (or the anticipated absence), including by way of departure, secondment or resignation, of any of the Key Personnel, and if so required by Fair4All Finance, provide a suitably qualified replacement for such individual who shall be approved by Fair4All Finance (acting reasonably);
    - 3.2.6.3 promptly, change, replace or remove any Key Personnel upon the written request of Fair4All Finance (acting reasonably); and
    - 3.2.6.4 otherwise not to change, replace or remove the Key Personnel without the prior written approval of Fair4All Finance;
  - 3.2.7 use the personnel to perform the tasks (if any) referred to in Schedule 1;
  - 3.2.8 ensure that it obtains, and maintains all approvals, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable it to comply with its obligations in the Contract;
  - 3.2.9 ensure that the Research and Deliverables shall conform in all respects with the description set out in Schedule 1 and that the Deliverables shall be fit for any purpose that Fair4All Finance makes known to the Researcher;
  - 3.2.10 provide all equipment and items required to undertake the Research;
  - 3.2.11 ensure that the Deliverables, and all goods, materials, standards and techniques used in undertaking the Research are of the best quality and are free from defects;
  - 3.2.12 comply with (i) all applicable laws, statutes, regulations and codes from time to time in force and (ii) Fair4All Finance's Policies;
  - 3.2.13 "not do or omit to do anything which may cause Fair4All Finance to lose any licence, authority, approval or permission on which it relies for the purposes of conducting its

business;

- 3.2.14 comply with all laws regulating the way it operates, the work it carries out, the staff it employs or the goods or services it buys. The Researcher will ensure that there is an equal opportunities policy in place at all times, to help compliance with all relevant laws and good practice;
- 3.2.15 act in a fair and open manner without distinction as to race, religion, age, gender, sexual orientation or disability, and in compliance with relevant legislation. The Researcher's employment policies and procedures will reflect the requirement of equal opportunities in the recruitment and selection process and the need to ensure an appropriate balance of staff in its organisation;
- 3.2.16 comply with all applicable laws, statutes, regulations and codes relating to procurement, subsidy control, anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
- 3.2.17 adhere to best practice and have in place sufficient policies and procedures to ensure compliance with clause 3.2.16 and, in relation to procurement, the efficient and effective spending of money so as to generate good value from the same; and on request from Fair4All Finance, provide evidence of such policies and procedures;
- 3.2.18 send Fair4All Finance, or any third-parties acting on Fair4All Finance's behalf, any information, explanation and documents as is reasonably requested (and in such form as is reasonably requested) about its undertaking of the Research or about its organisation and its activities;
- 3.2.19 inform Fair4All Finance immediately in writing of anything that significantly delays, threatens or makes unlikely the undertaking of the Research in accordance with the Contract;
- 3.2.20 permit any person authorised by Fair4All Finance, or any third-party acting on Fair4All Finance's behalf, such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating its fulfilment of its obligations under or in connection with the Contract and shall, if so required, provide appropriate oral or written explanations for them;
- 3.2.21 provide such information as Fair4All Finance, or any third-parties acting on Fair4All Finance's behalf, requests to enable Fair4All Finance to comply with its own reporting obligations, in particular to allow Fair4All Finance to respond to requests for information from Fair4All Finance's sole member The Oversight Trust<sup>1</sup> and Fair4All Finance's funder(s) and to make a full and complete declaration in the annual assurance statement which Fair4All Finance is obliged to provide to The Oversight Trust;
- 3.2.22 comply with any reasonable request from Fair4All Finance, or any third parties acting on Fair4All Finance's behalf, to assist Fair4All Finance to comply with an independent review requested by Fair4All Finance or Fair4All Finance's funder(s);

- 3.2.23 comply with and facilitate Fair4All Finance's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to it and Fair4All Finance; and
  - 3.2.24 be available for meetings with Fair4All Finance and allow Fair4All Finance or those acting for Fair4All Finance or the Controller and Auditor General, their staff at the National Audit Office and agents and advisers, full and free access to its records and any of its offices or buildings and produce such oral or written explanations as Fair4All Finance or the Controller and Auditor General considers necessary.
- 3.3 Time is of the essence in relation to any performance dates for the Researcher. If the Researcher fails to meet the relevant deadlines, then (without prejudice to Fair4All Finance's right to terminate the Contract and any other rights it may have), Fair4All Finance may:
- 3.3.1 at its sole discretion, request (in writing) a remedial plan to be produced by the Researcher within 20 Business Days, which the Researcher shall so produce to the satisfaction of Fair4All Finance;
  - 3.3.2 refuse to accept any subsequent performance of the Research which the Researcher attempts to make;
  - 3.3.3 hold the Researcher accountable for any loss and additional costs incurred; and
  - 3.3.4 have any sums previously paid by Fair4All Finance to the Researcher as work in progress payments in respect of the Research for which the performance dates were not met, refunded by the Researcher .

#### **4. Fair4All Finance's obligations**

- 4.1 Fair4All Finance shall provide such necessary information, data, and co-operation, for the undertaking of the Research as the Researcher may reasonably request.
- 4.2 A failure by Fair4All Finance to comply with the terms of the Contract can only relieve the Researcher from complying with its obligations under the Contract with effect from the date on which the Researcher notifies Fair4All Finance in writing of Fair4All Finance's failure and its effect or anticipated effect on the Research.

#### **5. Title to Deliverables**

Title to any Deliverables shall pass to Fair4All Finance on the earlier of their delivery to Fair4All Finance or payment of the Charges for them. The Researcher transfers the Deliverables to Fair4All Finance free from any third-party rights.

#### **6. Data protection**

The parties shall comply with all applicable requirements of the Data Protection Laws and all of their obligations set out in Schedule 4 (Data protection).

#### **7. Reports and Publication**

- 7.1 Where the Research involves the preparation, production or publication of a report, presentation or other material which sets out the results or analysis of the Research (a

"Report"), Fair4All Finance will ensure that the Researcher will be credited as the lead institution and author of the Report with due acknowledgement being given for any contribution made by Fair4All Finance. In addition, upon submission of the Report to Fair4All Finance, the Researcher will provide Fair4All Finance with the names of all contributors to the Report who wish to be credited as authors and Fair4All Finance will identify those persons as such in the Report if it publishes it. If any supporting members of the Researcher's team requests, Fair4All Finance shall include a sufficient disclaimer regarding the involvement of such member(s) in the Report if it publishes it.

7.2 For the avoidance of doubt, Fair4All Finance agrees not to attribute any of those persons referred to in clause 7.1 in any of the works Fair4All Finance publishes using the Report, unless those persons had any involvement in such works and have expressly requested to have those works attributed to them.

7.3 The Researcher shall comply, and shall ensure that its employees, agents and appointees comply, with Fair4All Finance's Policies (including any reporting and publication policy, research ethical guidelines, intellectual property policy and brand guidelines) as set out in Schedule 3.

7.4 The Researcher accepts that Fair4All Finance may publicise the Research and the Report as Fair4All Finance requires and that Fair4All Finance can carry out any form of publicity and marketing to promote the Research and the Report as Fair4All Finance sees fit. The Researcher also accepts that Fair4All Finance may share information about the Research and the Report with any persons or organisations of its choice. The Researcher agrees to do whatever Fair4All Finance reasonably requires in order to give effect to this clause.

7.5 The Researcher shall assist Fair4All Finance with its reasonable requests to promote the Research and the Report.

7.6 The Researcher shall not publicise the Research or the Report without the approval of Fair4All Finance.

## **8. Intellectual property**

8.1 In relation to the Research, any Report and any other Deliverables:

8.1.1 the Researcher hereby assigns (and shall procure that all employees, agents or appointees involved in the undertaking of the Research shall assign) to Fair4All Finance all right, title and interest in and to the Intellectual Property Rights in relation to the same;

8.1.2 the Researcher shall (and shall procure that all employees, agents or appointees involved in the undertaking of the Research) also irrevocably and unconditionally waive all moral rights, save the right to be identified as author and not have their work treated in a derogatory manner in respect of any materials produced which are the subject of copyright to which they may now or at any time in the future be entitled under or pursuant to Chapter IV of the Copyright, Designs and Patents Act 1988 or otherwise and under any similar

laws in force from time to time;

- 8.1.3 Fair4All Finance acknowledges that any Intellectual Property Rights created by the Researcher before the date of the Contract or throughout the duration of the Contract but outside of the Research arrangements will be retained by them. However, the Researcher grants to Fair4All Finance, or shall procure the direct grant to Fair4All Finance of, a fully paid-up, worldwide, non-exclusive, royalty-free, perpetual and irrevocable licence to use, copy and modify the Researcher Background IPRs for the purpose of receiving and using the Research and the Deliverables;
  - 8.1.4 Fair4All Finance hereby grants to the Researcher for the duration of the Contract a non-exclusive royalty free right and licence throughout the United Kingdom to use its name and logo, solely for the purpose of undertaking the Research;'
  - 8.1.5 the Researcher hereby grants to Fair4All Finance for the duration of the Contract a non-exclusive royalty free right and licence throughout the United Kingdom to use the Researcher's name and logo, solely for the purposes of demonstrating the Researcher's role in the Research; and
  - 8.1.6 the Researcher shall, promptly at Fair4All Finance's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as Fair4All Finance may from time to time require for the purpose of securing for Fair4All Finance all right, title and interest in and to the Intellectual Property Rights assigned to Fair4All Finance in accordance with this clause 8.1.
- 8.2 The Researcher warrants, represents and undertakes that the Research, any Report and any other Deliverables shall be original works of authorship and the use or possession of the Research, any Report and any other Deliverables by Fair4All Finance will not subject Fair4All Finance to any claim for infringement of any Intellectual Property Rights or other proprietary rights of any third party.
- 8.3 The Researcher shall indemnify Fair4All Finance against all liabilities, costs, expenses, damages and losses suffered or incurred by Fair4All Finance arising out of or in connection with any claim brought against Fair4All Finance for actual or alleged infringement of a third-party's rights (including any Intellectual Property Rights and any claim by a third party that any materials, works or information provided or produced by the Researcher in connection with the Research (including any materials, works or information included in any Report) infringes the Intellectual Property Rights of such third party) arising out of, or in connection with, the receipt, or use of the Research by Fair4All Finance and its licensees and sub-licensees. This clause 8.3 shall survive termination or expiry of the Contract.

## **9. Charges and payment**

- 9.1 In consideration for the undertaking of the Research, Fair4All Finance shall pay the Researcher the Charges in accordance with this clause 9. All amounts payable by Fair4All

Finance exclude amounts in respect of value added tax (**VAT**) which Fair4All Finance shall additionally be liable to pay, subject to receipt of a valid and undisputed VAT invoice.

9.2 The Researcher shall submit invoices for the Charges to Fair4All Finance at the intervals specified in Schedule 2. Each invoice shall include all supporting information reasonably required by Fair4All Finance. Fair4All Finance shall pay each undisputed invoice which is properly due and submitted to it by the Researcher, within 30 days of receipt, to a bank account nominated in writing by the Researcher.

9.3 Fair4All Finance may at any time, without notice to the Researcher, set off any liability of the Researcher to Fair4All Finance against any liability of Fair4All Finance to the Researcher.

9.4 For the purpose of its annual accounting the Researcher will furnish Fair4All Finance, upon request, with updates on the fees accrued in respect of the Charges for the Research.

## **10. Limitation of liability**

10.1 References to liability in this clause 10 include every kind of liability arising under or in connection with the Contract including but not limited to liability in contract, negligence, misrepresentation or otherwise.

10.2 Nothing in the Contract shall limit the Researcher's liability under clauses 6 and 8.3 of the Contract or any indemnity given by the Researcher in Schedule 4 (Data protection).

10.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for death or personal injury caused by negligence and fraud or fraudulent misrepresentation.

10.4 Subject to clause 10.2 and clause 10.3:

10.4.1 the Researcher's total liability to Fair4All Finance for loss or damage shall not exceed the higher of (i) £1,000,000 or (ii) the total amount of the Charges; and

10.4.2 Fair4All Finance's total liability to the Researcher shall not exceed the lower of (i) £100,000 or (ii) the total amount of the Charges.

## **11. Insurance**

During the duration of the Contract, the Researcher shall maintain in force, with a reputable insurance company, professional indemnity insurance, employer liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract.

## **12. Termination**

12.1 Without affecting any other right or remedy available to it, Fair4All Finance may terminate the Contract with immediate effect by giving written notice to the Researcher if:

12.1.1 the Researcher's financial position deteriorates to such an extent that in Fair4All Finance's reasonable opinion the Researcher's capability to fulfil its obligations under the Contract has been placed in jeopardy;

12.1.2 the Researcher commits a breach of clause 3.2.12;

12.1.3 the Deliverables or the provision of the Services do not comply with clauses



- 3.2.9 and 3.2.11 in respect of quality or there is a breach of clause 3.3 in respect of timing of performance;
  - 12.1.4 Fair4All Finance's funding position changes in any material respects and, in the opinion of Fair4All Finance (acting reasonably) it shall no longer be able to fund the payment of future Charges as a result;
  - 12.1.5 any of the Researcher's actions, or its association with Fair4All Finance, brings (or could reasonably be likely to bring) Fair4All Finance's reputation into disrepute; or
  - 12.1.6 in Fair4All Finance's opinion, any information provided by the Researcher in relation to the tender or offer to carry out the Research, is found to have been misleading or factually incorrect.
- 12.2 Without affecting any other right or remedy available to it, Fair4All Finance may terminate the Contract on 20 Business Days' written notice to the Researcher.
- 12.3 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 12.3.1 the other party commits a breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 15 days after being notified in writing to do so;
  - 12.3.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up, having a receiver appointed to any of its assets or ceasing to carry on business; or
  - 12.3.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 12.4 Any provision of the Contract that expressly or by implication is intended to continue in force on or after termination or expiry of the Contract shall remain in full force and effect. Termination or expiry of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

### **13. Post termination arrangements**

- 13.1 On termination of the Contract for whatever reason the Researcher shall immediately deliver to Fair4All Finance all Deliverables whether or not then complete and including any contributing works towards the Deliverables (including but not limited to interview notes, research analysis, data sets).
- 13.2 On termination or expiry of the Contract, the following clauses shall continue in force: clause 1 (Interpretation), clause 3.2.23 (Audit), clause 5 (Title to Deliverables), clause 6 (Data

protection), clause 8 (Intellectual property), clause 10 (Limitation of liability), this 13 (Post termination arrangements), clause 14.6 (Confidentiality), clause 14.9 (Waiver), clause 14.10 (Severance), clause 14.14 (Governing law) and clause 14.15 (Jurisdiction).

13.3 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry

## 14. General

14.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for two months, the party not affected may terminate the Contract by giving 20 days' written notice to the affected party.

14.2 **Subcontracting.** The Researcher may not subcontract any or all of its rights or obligations under the Contract without the prior written approval of Fair4All Finance. If Fair4All Finance gives its approval to any subcontracting by the Researcher, the Researcher shall remain responsible for all acts and omissions of its subcontractors as if they were its own.

14.3 **Assignment.** Fair4All Finance may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights under the Contract, provided that it gives prior written notice of such dealing to the Researcher.

14.4 **Safeguarding.** If the Research involves work with children or vulnerable adults ("**vulnerable people**"), the Researcher agrees to take all reasonable steps to ensure their safety. The Researcher will obtain the written agreement of the individual or the legal carer or guardian, as appropriate, before having any direct contact with them and take responsibility for any necessary Disclosure and Barring Service (DBS) checks. The Researcher will also ensure that it has, implements and maintains during the term of the Contract an appropriate written safeguarding policy and appropriate safeguarding procedures approved by its board, which is proportionate to its activities, and which is in accordance with current legislation and best practice. If any safeguarding incidents occur which are reportable to the relevant authorities or regulators, or if the Researcher's safeguarding policy is breached, the Researcher will also notify Fair4All Finance of the incident.

### 14.5 Publicity.

14.5.1 The Researcher shall ensure that, in relation to any communications or publicity in relation to the Research (including print, online, events and social media), it adheres to Fair4All Finance's branding and communications guidelines, as issued by Fair4All Finance to the Researcher from time to time.

14.5.2 The Researcher confirms that it will not make any public announcement or comment about the Research without the prior written approval of Fair4All Finance.

#### 14.6 Confidentiality

- 14.6.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning:
  - 14.6.1.1 the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs; or
  - 14.6.1.2 to the extent that Fair4All Finance provides the Researcher with any confidential information concerning a third party, or any third-party materials, the business, affairs, customers, clients or suppliers of that third party,

except as permitted by clause 14.6.2.

- 14.6.2 Each party may disclose the other party's confidential information:
  - 14.6.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 14.6; and
  - 14.6.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 14.6.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

14.7 **Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

14.8 **Variation.** No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14.9 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise, or part exercise, any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.

14.10 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant

provision or part-provision shall be deemed deleted. Any such modification or deletion shall not affect the validity and enforceability of the rest of the Contract.

14.11 **Counterparts.** The Contract may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

14.12 **Notices.**

14.12.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service to the address specified in the Contract Details; or sent by email to the address specified in the Contract Details.

14.12.2 Any notice or communication shall be deemed to have been received: if delivered by hand, at the time the notice is left at the proper address; if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 14.12.2, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

14.12.3 This clause 14.12 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

14.13 **Third-party rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. The rights of the parties to rescind or vary the Contract are not subject to the approval of any other person.

14.14 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, the law of England and Wales.

14.15 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.